

Exhibit 1

REVENUE POOLING AGREEMENT

THIS AGREEMENT, entered into this ___ day of May, 1997, by and between Adirondack Transit Lines, Inc., d/b/a Adirondack Trailways, and its corporate affiliates, Pine Hill-Kingston Bus Corp., d/b/a Pine Hill Trailways, and Passenger Bus Corporation, d/b/a New York Trailways, New York corporations maintaining their principal office at 411 Washington Avenue, Kingston, New York 12401 (together "ADT"), on the one hand, and, on the other, Greyhound Lines, Inc. a Delaware corporation maintaining its principal office at 15110 North Dallas Parkway, Dallas, Texas 75148, and its wholly owned subsidiary, Vermont Transit Co., Inc., a Vermont corporation maintaining its principal office at 135 St. Paul Street, Burlington, Vermont 05401 (together "GLI").

WITNESSETH:

WHEREAS, ADT and GLI are motor carriers of passengers and express engaged in interstate operations pursuant to grants of authority received from the Interstate Commerce Commission ("ICC"), predecessor of the Federal Highway Administration of the U.S. Department of Transportation ("FHWA"), and grants of authority received from the FHWA, and

WHEREAS, ADT and GLI have competed over certain of their intercity routes, as, for example, between Albany, New York, and New York, New York, and between Buffalo, New York, and New York, New York, with the result that neither of them has sufficient ridership or adequate income in rendering the service, and—

WHEREAS, ADT and Greyhound heretofore sought and obtained ICC

and Surface Transportation Board ("STB") approval to pool their services over all of the routes over which the parties seek to pool their revenues as provided herein, and

WHEREAS, ADT and GLI have agreed that, subject to the approval of the STB and in the interest of committing themselves to the furtherance of their joint undertaking, they should pool the earnings derived from their pooled operations, and

WHEREAS, ADT and GLI have agreed that, as a means of more closely coordinating their operations, they should share certain of their terminals,

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements herein, ADT and GLI, intending to be legally bound, covenant and agree, as follows:

1. Establishment of Pool.

a. The routes which shall be the subject of this Agreement ("Pooled Routes") are the following routes, including all intermediate points, authorized to be served by ADT and GLI:

- (i) Between Albany, NY, and New York, NY
- (ii) Between Buffalo, NY, and New York, NY
- (iii) Between Buffalo, NY, and Albany, NY
- (iv) Between Albany, NY, and Long Island, NY
- [(v) Between New York, NY, and Montreal, PQ, Canada

These routes are shown as schedules 7100, 7103, 7104, 7105, 7106, 7107, 7112, 7119, 7120 and 7121 of ADT and schedules 152, 170, 172 and 1984 of GLI in the timetables and maps of the January 1997 issue of Russell's Official National Motor Coach Guide, copies of

which are attached as Exhibit 1.

b. The revenues which shall be the subject of this Agreement ("Gross Pool Revenue") are gross amounts received by ADT and GLI from the sale of passenger tickets and package express shipments handled, regardless of where or by whom the tickets were sold or the busbills issued, for the transportation of passengers and express in scheduled, intercity bus service over all or any portion of the Pooled Routes, except that in the case of ADT, revenues derived from service to or from intermediate points between Albany, NY, and New York, NY, shall not be included in Gross Pool Revenue if such service does not operate to or via both New York, NY, and Albany, NY, and in the case of GLI, service between Sranton, PA, and Binghampton, NY, shall not be included in Gross Pool Revenue if such service is not operated in connection with a through bus service which operates to, from or via New York, NY.

c. Revenue from passenger tickets and package express shipments that originate and/or terminate at points beyond the Pooled Routes but which traverse all or any portion of the Pooled Routes, and which does qualify for inclusion in Gross Pool Revenue pursuant to subparagraph b above, will be allocated to the Pooled Routes and included in Gross Pool Revenue on a mileage prorate basis.

2. Collection of Revenue.

a. At GLI and ADT terminals or agency stations on the Pooled Routes, passenger tickets or package express busbills will

be sold on the ticket stock or busbills of GLI or ADT, whichever is the carrier on which the passenger or package express shipment is initially transported, and the gross sales amount received by ADT and GLI for transportation over all or any portion of the Pooled Routes shall be included in Gross Pool Revenue.

b. If either ADT or GLI honors a ticket or busbill for passenger or express transportation issued by a carrier other than itself or the other party to this Agreement, for transportation over all or any portion of the Pooled Routes, ADT or GLI shall reclaim the ticket or busbill from the issuing carrier, and the net sales amounts due ADT or GLI for transportation over all or any portion of the Pooled Routes shall be included in Gross Pool Revenue. If either ADT or GLI honors a ticket or busbill for passenger or express transportation issued by the other party to this Agreement, for transportation over all or any portion of the Pooled Routes, ADT or GLI shall not reclaim the ticket or busbill from the other party, and the gross sales amounts due ADT or GLI for transportation over all or any portion of the Pooled Routes shall be included in Gross Pool Revenue, but recorded as an amount due to the party honoring the ticket from the party on whose ticket stock the ticket was issued.

3. Mileage Operated.

a. ADT and GLI shall operate the schedules over the Pooled Routes as shown on the attached timetable, Exhibit 2. The timetable may be revised from time to time, upon the written agreement of the parties.

b. Either party may stop its buses at additional intermediate points, provided such service can be rendered without significant delays.

c. Neither of the parties shall operate any schedules over the Pooled Routes other than as set out in Exhibit 2; however, if necessary, either of the parties may operate additional sections of a schedule, provided, any additional bus departs within thirty (30) minutes of the scheduled departure of the schedule for which it is an additional section.

d. ADT and GLI shall operate the percentage of the total bus miles (including regular and extra-section miles) annually over all or any portion of the Pooled Routes as contained in Exhibit 3.

e. Each party shall maintain records of the miles it operates over all or any portion of the Pooled Routes and report the mileage to the other party in writing within thirty (30) days of the end of each month.

f. On the three (3) month anniversary date of the commencement of operations pursuant to this Agreement and quarterly thereafter, ADT and GLI shall determine whether either of them has operated less than its percentage of the miles during the preceding quarter. That party experiencing a shortfall shall increase its operations so as to eliminate the shortfall within ninety (90) days of the quarterly review date. If, by the end of such ninety (90) day period the party experiencing the shortfall has not eliminated the shortfall, then such party shall pay the other party for the additional miles it operated during the quarter, at the rate of

sixty-five cents (\$0.65) per mile without driver and one dollar and ten cents (\$1.10) per mile with driver. Each party shall have the right unilaterally to adjust the mileage rates to reflect seasonal and geographic factors on thirty (30) days' written notice to the other party, and such adjusted rates shall apply prospectively on miles operated after their effective date. If a party elects unilaterally to adjust its mileage rates, the other party may, at its sole discretion, identically adjust its mileage rates, to be effective on the same date as the other party's mileage rate adjustment, upon written notice to the other party without the requirement of a thirty (30) day advance written notice.

4. Service Adjustments.

a. It is of essence that the parties continue to maintain service over the Pooled Routes at the same high level of service as exists as of the date of this Agreement. To assure such continued high level of service, the parties agree that their representatives shall meet on a regular basis, at least once every four (4) months, to review their operations over the Pooled Routes, but either party may request a meeting at any time for cause, which request shall be honored by the other party within a reasonable period of time. Such review shall include, at a minimum, a discussion of the adequacy of schedules being operated over the Pooled Routes, operation according to schedule, conditions of the terminals along the Pooled Routes and customer service and/or ticketing complaints (if any) regarding service over the Pooled Routes. The parties shall agree upon any changes in their service

over the Pooled Routes to safeguard passenger satisfaction, and to foster economic and efficient operations that will preserve the business value of the Pooled Routes.

b. Should the parties' representatives disagree at such meeting about the changes required to maintain acceptably high levels of service, upon written notice by either party to the other, the parties agree that representatives of senior management of the parties shall confer promptly and as often as may be required to attempt to resolve such disagreements.

c. If, after such conference or conferences, one party reasonably concludes that the performance of the other is such that high levels of service are no longer being maintained and are such as to injure the business value of the Pooled Routes and the parties' disagreement is shown to be incapable of being resolved informally, such party may give written notice to the other that the dispute between the parties shall be submitted to binding arbitration under the provisions of paragraph 23 of this Agreement.

5. Baggage and Express Claims.

ADT and GLI shall investigate and endeavor to settle claims relating to, or arising from, the loss of, or damage to, any baggage or express shipment on the Pooled Routes. The expenses incurred and sums expended by ADT and GLI in investigating and settling such claims shall be prorated between the parties in accordance with the mileage percentages of subparagraph d of paragraph 3 above, and shall be deducted from each party's share of the Net Pool Revenue, as provided in paragraph 7 below.

6. Terminal Expenses.

ADT and GLI shall bear all of the expenses at terminals and stations on the Pooled Routes that each operates as shown in Exhibit 4, including any commissions due agents, rents, utilities, maintenance and other expenses. ADT shall operate the terminals on the Pooled Routes at Albany, NY, and Rochester, NY, and will act as agent for GLI pursuant to the terms and conditions of a Bus Terminal License Agreement that will be executed between the parties. GLI shall operate the terminals on the Pooled Routes at Buffalo, NY, and Syracuse, NY, and will act as agent for ADT pursuant to the terms and conditions of a Bus Terminal License Agreement that will be executed between the parties. In connection with those Bus Terminal License Agreements, each party will be entitled to recover from the other party the portion of Station Expenses that it incurs as the result of representing the other party at Albany and Rochester, NY, in the case of ADT, and at Buffalo and Syracuse, NY, in the case of GLI. Those Station Expenses shall be recovered by assessing commission charges based on a sales weighted proration of operating expenses. Only those operating expense accounts contained in Exhibit 5, as may be renamed or renumbered from time to time, shall be used to calculate total allocable operating expenses that will be included in the Station Expenses to be prorated.

7. Computation of Net Pool Revenue.

a. Within thirty (30) days after the end of each month ("Current Accounting Month"), ADT and GLI will report to each other

the total passenger revenue that each realized from operations over the Pooled Routes and the total package express handled at each of their terminals and agencies on the Pooled Routes. The sum of the passenger revenue realized from operations over the Pooled Routes by both parties, and the sum of package express handled at each of the terminals and agencies on the Pooled Routes by both parties shall be Gross Pool Revenue. From the Gross Pool Revenue shall be deducted baggage and express claims expenses.

b. The remainder, after the deduction of the amount of the baggage and express claims expenses, shall be the amount available for distribution to the parties ("Net Pool Revenue"), which shall be distributed as net revenue available from passenger operations ("Net Pool Passenger Revenue") and net revenue available from package express operations ("Net Pool Express Revenue").

8. Distribution of Net Pool Revenue.

a. ADT and GLI shall receive the percentages of Net Pool Passenger Revenue as shown in Exhibit 6.

b. ADT as its share of the Net Pool Express Revenue shall receive a sum equal to the product of multiplying the percentage determined as shown in Exhibit 7, Express Pool Revenue Factor, times the gross amounts received by ADT and GLI for express shipments transported in scheduled, intercity bus service over all or any portion of the Pooled Routes at the terminals and stations listed in Exhibit 4, reduced by baggage and express claims expenses.

c. Based on the reporting procedure contained in

paragraph 7(a) above, if at the end of a month it is determined that either ADT or GLI has retained through passenger ticket sales or interlines passenger ticket reclaims more than its share of Net Pool Passenger Revenue as provided in paragraph 8(a) above, or has retained through package express sales or interline package express reclaims more than its share of Net Pool Express Revenue as proved in paragraph 8(b) above, the party retaining the disproportionate share of either Net Pool Passenger Revenue and/or Net Pool Express Revenue shall remit to the other party, within forty-five (45) days of the end of the Current Accounting Month, the excess amount being held.

d. At GLI's request, but not less than quarterly, ADT shall make available to a certified public accounting firm designated by GLI or to GLI's company auditors, all books and records maintained by ADT relating to this Agreement at the place where the books and records are maintained and during normal business hours. Similarly, at ADT's request, but not less than quarterly, GLI shall make available to a certified public accounting firm designated by ADT or to ADT's company auditors, all books and records maintained by GLI relating to this Agreement at the place where the books and records are maintained and during normal business hours. Any corrections or adjustments claimed by ADT or GLI to previous distributions of Net Pool Revenue as a result of such an audit shall be limited to the two year period immediately preceding the date on which that audit was commenced.

9. Additional Terminal Costs.

Except as provided in paragraph 6, subparagraph a of paragraph 7 and subparagraph b of paragraph 8 above, neither ADT nor GLI will be charged with any of the expenses attributable to operations on the Pooled Routes at any terminal or station on the Pooled Routes which is operated by the other.

10. Operator's Responsibility.

a. The party controlling the driver ("Operator") of any operations on the Pooled Routes (whether such driver is employed by or is on lease to the party), regardless of the ownership of the bus being operated, shall be exclusively and solely responsible for any and all personal injuries (including death) to third parties and its employees and for any and all property damage occurring or arising from the use and operation of the bus during such time as the Operator's driver has responsibility for control of the bus. The Operator shall indemnify and save harmless the other party from any and all claims, demands, judgments, suits, expenses, including reasonable attorneys' fees, for any and all personal injury (including death) and for any and all damage to property. In the event a claim is made or a suit is filed against either party for which the Operator has responsibility, the Operator shall be notified of the claim or suit and shall, at Operator's sole cost and expense, investigate, defend and/or settle such claim or suit and pay the amount of the judgment or settlement and any and all costs and expenses, including reasonable attorneys' fees, incurred by a party in the investigation, defense and/or settlement of such claim or suit.

b. The Operator shall be responsible for providing or paying for:

(i). General and automobile liability insurance, including contractual liability insurance, collision insurance and uninsured motorist coverage when required, covering all buses operated by Operator pursuant to this Agreement. Operator's bodily injury and property damage insurance shall be in an amount not less than \$10,000,000 per occurrence (subject to any approved self-insurance authorization) and shall name the owner of the bus as an additional insured. Operator shall furnish the owner of the bus with a copy of the certificate of insurance to evidence coverage in force prior to the execution of and during the term of this Agreement.

(ii). Any damage to, or loss of, a bus resulting from the negligence or abuse of the Operator, its employees or agents.

(iii). The expense of inspecting a bus before Operator accepts it. Absent any written notation to the contrary on the vehicle inspection report required by 49 C.F.R. 396.11, Operator's acceptance of a bus shall be conclusive evidence that the bus was in safe and efficient operating condition and that the Operator expressly waives and releases all claims against the owner of the bus for loss of, or damage to, the bus arising from defects in its mechanical, operating or physical condition.

(iv). The operation of the bus in accordance with the standards and other requirements of Federal, state or local

laws, ordinances or regulations, including the orders of any courts, departments or agencies, from the time the Operator takes control of the bus until it relinquishes control to the owner of the bus or its designee. In particular, and without limiting the foregoing, the Operator shall be responsible for compliance with the provisions of 49 C.F.R. 396.11, which require preparation of daily vehicle inspection reports as to any defects or deficiency discovered by, or reported to, the driver which would affect safety of operation of the bus or result in its mechanical breakdown, certification of corrective action taken prior to the next dispatch, and retention and distribution of such documents.

(v). All loss or damage to the bus, other than damage to, or loss of, the bus caused solely by fire, occurring while under the Operator's control, provided, however, that any loss of, or damage to, a bus by fire resulting from collision, resulting from a moving incident, or resulting from the Operator's driving the bus with a flat or under inflated tire shall be deemed to be a loss by collision. Any damage to, or loss of, the bus shall be reported promptly to its owner. In the event of damage, the owner shall have the option of making any and all repairs necessary to return its bus to serviceable condition or, instead, authorizing the Operator to make such repairs. In the event the owner of the bus makes the repairs, the Operator shall reimburse the owner for the cost of the repairs.

(vi). All repairs not covered by subparagraph (v) above and service and preventative maintenance as are necessary to

assure the safe and efficient operation of the bus, subject to the owner's approval for all repairs, and reimbursement or credit therefor by the owner of the bus in accordance with paragraph 13 of this Agreement.

(vii). The driver or drivers for the operation of the bus.

(viii). If a bus becomes unusable for any reason, the Operator shall notify the owner of the bus. Except for events covered by subparagraph (ii) above, the owner will furnish a replacement vehicle or authorize the use of Operator's bus at the expense of the owner of the disabled bus for up to seven days' time or, at the discretion of the Operator, use of Operator's bus at the expense of the owner of the unusable bus until such time as the owner furnishes a replacement vehicle.

(ix). Any highway use taxes.

(x). Workmen's compensation insurance premiums for its employees.

11. Compliance with Safety Regulations.

Buses and their drivers furnished by a party for operations on the Pooled Routes shall meet the standards and other requirements of all applicable Federal, state or local laws, ordinances or regulations, including the orders of any courts, departments or agencies.

12. Loss by Fire.

The loss of, or damage to, a bus caused by fire shall be borne

by its owner, except that any loss of, or damage to, a bus by fire resulting from collision, resulting from a moving incident, or resulting from the Operator's driving the bus with a flat or under inflated tire shall be deemed to be a loss by collision.

13. Responsibility of Owner.

The owner of a bus, when used in operations over all or any part of the Pooled Routes, shall be responsible for providing or paying for:

- a. All maintenance and service performed on its bus, including all supplies required for its servicing.
- b. All licenses and/or permits.
- c. All fuel and oil, including related taxes.
- d. Comprehensive insurance
- e. Except for events covered by Section 10.b.(ii), the furnishing of a replacement bus within seven days after a bus becomes unusable or authorizing the use of Operator's bus at the expense of the owner of the unusable bus for up to seven days pending repair.
- f. Any road calls.

14. Equipment Standards.

The equipment to be operated by both ADT and GLI on the Pooled Routes shall at a minimum meet the quality, age and maintenance and specification requirements as set forth in Exhibit 8.

15. Legal Obligation to Maintain Service.

For the purpose of satisfying each party's legal obligation to

maintain service over its authorized service routes, each party shall be deemed to be conducting operations over its authorized routes insofar as they are Pooled Routes.

16. STB Approval.

The parties acknowledge that the pooling arrangement contemplated by this Agreement is subject to the jurisdiction of the STB. This Agreement shall not become operative unless and until the STB authorizes the parties to enter into this Agreement under the terms of an administratively final decision, which shall impose no restrictions or conditions upon the terms of this Agreement unacceptable to either party.

17. Default.

a. If either party fails to comply with any of the terms of this Agreement, including, but not limited to, the maintenance of service over the Pooled Routes at a high level, as described in paragraphs 3 and 4 of this Agreement, or the computation and distribution of the revenue shares, as described in paragraphs 7 and 8 of this Agreement, that party shall be in default.

b. A party aggrieved by the other party's default shall give written notice of the default, and, if the default shall not have been cured within thirty (30) days' time, the complaining party may elect to invoke the remedies of paragraph 23 of this Agreement.

c. If the default consist of a failure to remit moneys as provided in this Agreement the amounts of which are not in dispute, the non-defaulting party shall be able, without further

process, to invoke its legal and equitable remedies, including the termination of this Agreement, and interest shall accrue from the date when payment was due at a rate equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the highest lawful interest rate.

d. A party's waiver of a default shall not be deemed to constitute a waiver as to other occasions of default.

18. Term.

This Agreement shall be for a term of thirty (30) years from the date of its unconditional approval by the STB, subject to subsequent ratification by the parties and agreement by the parties on the effective date of this Agreement.

19. Successors and Assigns.

a. No party may transfer or assign this Agreement or its interests herein without the prior written consent of the other party, except as provided in this paragraph 19. The parties agree that this prohibition against a transfer or assignment applies not only to voluntary assignments or transfers but also to assignments or transfers by operation of law and all involuntary assignments or transfers. A merger whereby a party to this Agreement is not the surviving party to a merger, the acquisition by any person or "group" (within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended (the "1934 Act")) of the direct or indirect ownership (within the meaning of Rule 13d-3 of the 1934 Act) of at least a majority of a party's voting capital stock except for "Permitted Transactions" or the sale of all or

substantially all of the assets of a party except for "Permitted Transactions" shall be deemed a transfer or assignment of this Agreement.

b. As used herein, a "Permitted Transaction" shall mean: (A) a merger, transfer or asset sale between a party and one of its wholly owned subsidiaries or its direct or indirect parent, so long as there is no effective change of ownership of the party; (B) in the case of GLI, any sale or transfer of capital stock, so long as not more than eighty percent (80%) of such capital stock, that constitutes voting stock, is acquired by any person, entity or "group" (the term "group" shall be as defined in Section 13d-5 of the 1934 Act); and (C) in the case of ADT, the transfer of any capital stock: (i) among or between existing shareholders of the party; or (ii) to one or more persons listed in Exhibit 9 to this Agreement (each a "Person"), or to any trust or custodial account for the sole benefit of such Person(s), or (iii) in accordance with applicable laws of descent and distribution.

c. Each party shall notify the other in writing of any proposed or purported assignment or transfer of more than ten percent (10%) of the total voting stock, including any Permitted Transaction. If the assignment or transfer is other than a Permitted Transaction, this Agreement will remain in full force and effect for a minimum of four (4) months ("Minimum Period") after the effective date of the transfer or assignment, but at any time during or after the Minimum Period, either party may for any reason whatsoever, upon three (3) months' written notice to the other

party, terminate this Agreement. When assigned as permitted hereunder, included a Permitted Transaction, the Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each party.

20. Notice.

Notice shall be given in writing, by Federal Express or other courier or by registered or certified mail, return receipt requested, addressed to the party at its principal place of business, as follows:

For ADT:

Mr. Eugene J. Berardi, Jr.
President
Adirondack Transit Lines, Inc., d/b/a Adirondack
Trailways
411 Washington Avenue
Kingston, NY 12401-3703

For GLI:

Greyhound Lines, Inc.
P. O. Box 660362
Dallas, TX 75266-0362
Attn.: Contracts Administration Department

with copy to:

General Counsel
Greyhound Lines, Inc.
P. O. Box 660362
Dallas, TX 75266-0362

21. Force Majeure.

In the event either party is unable to perform its obligation under this Agreement because of labor disturbances, lock-outs, strikes, war, act of the public enemy, riots or civil commotion, act of God or other and similar condition beyond its control, such nonperformance shall be excused for so long as the hindrance to

performance exists. The affected party shall give the other written notice of the existence and date of such force majeure condition within ten (10) days of its occurrence. The party claiming the existence of the force majeure condition also shall notify the other party in writing of the termination of such condition within ten (10) days of its termination.

22. Termination of Business.

a. In the event either party ceases to do business as a motor carrier of passengers or abandons service over the Pooled Routes, it immediately shall provide written notice to the other party. Under such circumstances, the other party, at its sole option, may elect (i) to continue under this Agreement, if appropriate, or (ii) to terminate this Agreement immediately upon the earlier of the notice of termination of business or the actual cessation of business by the affected party, or upon such other date as the other party may specify in writing. The terminating party shall, to the extent that it controls terminal or agency facilities on the Pooled Routes, continue to make those facilities available to the other party. Upon such termination, the party which has not ceased doing business or abandoned service over the Pooled Routes shall be relieved of all further obligations to the party which has ceased such business. Termination under this provision does not expunge the obligations of either party under this Agreement which were created prior to the terminating party's ceasing to do business or abandoning service over the Pooled Routes.

b. For purposes of this paragraph 22, the cessation of doing business as a motor carrier of passengers or abandoning service on the Pooled Routes is (i) the termination of bus business on the Pooled Routes, (ii) unless occasioned by a force majeure condition, including a strike or other labor disturbance, the reduction in service to such an extent as to impair substantially the party's ability to provide service over the Pooled Routes, which is reasonably expected to continue for at least thirty (30) days or (iii) operation over the Pooled Routes at substantially less than the percentage required by paragraph 3 of this Agreement in any six (6) months with a twelve (12) month period. If a party abandons service on the Pooled Routes as described in this subparagraph, and such abandonment results in the cancellation of this Agreement, and the abandoning party reestablishes service on the Pooled Routes within two (2) years of abandoning such service, the other party, at its sole discretion, and upon written notification to the abandoning party, may declare this Agreement to again be in full force and effect, and the parties will again be bound by the provisions of this Agreement.

23. Arbitration.

a. In the event of a default (that remains uncured by the defaulting party) or a dispute concerning a party's compliance with the terms of this Agreement, the complaining party shall give written notice to the other party, seeking one or more meetings for the purpose of endeavoring to arrive informally to a mutually satisfactory resolution of their disagreement. The complaining

party shall furnish with its notice letter whatever evidence and documentation are available to the complaining party to support its contention.

b. After the efforts of the parties to obtain an informal resolution of their disagreement have proved to be fruitless and further discussions appear to be pointless, the complaining party may elect to seek arbitration of the parties' disagreement by giving written notice thereof to the other party. If the disagreement is not referred to arbitration within thirty (30) days after the conclusion of the informal resolution process, the complaining party shall be deemed to have waived its rights to pursue any other remedies with respect to the dispute, including, but not limited to, the right to pursue its legal and equitable remedies or arbitration hereunder.

c. The parties hereby select the American Arbitration Association (the "AAA") to conduct the arbitration hereunder. Except as expressly provided herein, all arbitration shall be initiated, conducted and governed by the established rules and procedures of the AAA. All arbitration proceedings will be held in the offices of the AAA in Washington, DC. All fees and administrative costs of the arbitration proceeding shall be shared equally, and each party shall bear its own attorneys' fees and expenses in connection therewith. The arbitrator shall be entitled to award damages and may invoke equitable and injunctive relief, including, but not limited to, termination of the Agreement or reformation of its terms and conditions, consistent with the

parties' original intent. The arbitrator, however, shall not have the right to assess punitive or exemplary damages and may not make any ruling, finding or award that does not conform to the basic intent of the parties as expressed by the terms and conditions of this Agreement. The findings of the arbitrator shall be non-binding, unless the parties mutually agree in writing in advance thereof to binding arbitration.

d. Until the completion of the informal resolution and arbitration process, the complaining party will not be entitled to exercise its other legal or equitable remedies. If the parties have agreed to a binding arbitration, the arbitrator's decision shall be final and non-appealable, except as provided in the United States Arbitration Act, 9 U.S.C. 1, et seq. If the arbitration is non-binding, and if: (i) the arbitrator's findings and decision are unacceptable to the complaining party, for any reason, or (ii) the arbitrator's decision is acceptable to the complaining party, but the other party, for any reason, fails to agree or accept the arbitrator's findings and decision as final, the complaining party shall then be entitled to exercise any other of its legal or equitable remedies, as permitted by law, including, but not limited to, the right to terminate this Agreement for material breach thereof, or to pursue the recovery of damages.

24. State Law.

This Agreement shall be construed and enforced in accordance with the laws of Texas.

25. Advertising Expense Sharing.

The parties agree that except by mutual written consent, the parties will spend not less, individually or collectively, on advertising the Pooled Route service than two percent (2%) of annual sales on the Pooled Routes. The amount to be spent by each carrier on advertising the Pooled Route service will be in proportion to the percentage of Net Pool Passenger Revenue to which each carrier is entitled as contained in paragraph 8.a. herein. If either party spends less than its required portion on advertising the Pooled Route service, the party spending less than its required portion will pay the other party an amount equal to the difference between the amount that the deficient party actually spent on Pooled Route advertising and the amount that the deficient party is required to spend pursuant to the provisions of this paragraph 25. Advertising on the Pooled Route may consist of Pool Specific advertising and/or Market Specific advertising. Pool Specific advertising is advertising which is conducted in the markets that are on the Pooled Routes and which directly advertises the Pooled Route service. The actual cost of Pool Specific advertising will be credited entirely to the Pooled Routes. Market Specific advertising is advertising which is conducted in the markets that are on the Pooled Routes but which is general in nature. The amount of Market Specific advertising that will be credited to the Pooled Routes will be determined by multiplying the ratio of Pooled Route sales made at the involved markets to total sales made at the involved markets, times the amount of Market Specific advertising

conducted at the involved markets.

26. Concurrent Agreements.

Contemporaneously with the implementation of this Agreement, the parties shall execute and deliver the following documents: GLI Bus Rental Agreement (Bus With Driver); GLI Bus Rental Agreement (Bus Without Driver); ADT Bus Rental Agreement (Bus With Driver): ADT Bus Rental Agreement (Bus Without Driver); Income Lese Agreement (Albany, NY); Bus Terminal License Agreement (Albany, Rochester, Syracuse and Buffalo, NY).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year herein written.

ADIRONDACK TRANSIT LINES, INC.

GREYHOUND LINES, INC.

By: Eugene J. Berardi, Jr.

By: _____

Name: Eugene J. Berardi, Jr.

Name: _____

Title: President

Title: _____

PINE HILL-KINGSTON BUS CORP.

VERMONT TRANSIT CO., INC.

By: Eugene J. Berardi, Jr.

By: _____

Name: Eugene J. Berardi, Jr.

Name: _____

Title: President

Title: _____

conducted at the involved markets.

26. Concurrent Agreements.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year herein written.

ADIRONDACK TRANSIT LINES, INC.

By: _____

Name: _____

Title: _____

GREYHOUND LINES, INC.

By:  _____

Name: Jack W. Haugland

Title: Executive Vice President
& Chief Operations Officer

PINE HILL-KINGSTON BUS CORP.

By: _____

Name: _____

Title: _____

VERMONT TRANSIT CO., INC.

By:  _____

Name: Jack W. Haugland

Title: Executive Vice President
& Chief Operations Officer

PASSENGER BUS CORPORATION

By: Eugene J. Berardi, Jr.

Name: Eugene J. Berardi, Jr.

Title: President

IBIT 1
Page 1 of 7

EXHIBIT 1

EXHIBIT 1

Page 2 of 7

**CANTON—POTSDAM—MASSENA—GLENS FALLS—TORONTO—
SYRACUSE—GLOVERSVILLE—SCHENECTADY—ALBANY—NEW YORK**

SCHEDULE NUMBER		READ DOWN										READ DOWN														
Table	7100	1-4-77	710	701	606	600	523	510	515	501	410	425	423	323	320	325	320	320	321	320	327	327	327	327	317	317
No.	7100	1-4-77	INSTR																							
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ALBANY—KINGSTON—NEW PALTZ—WHITE PLAINS—FREEPORT—BABYLON

7/10-620

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Page 4 of 7

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READ DOWN				SCHEDULE NUMBER				READ UP			
187	183	181		180	179	178	177				
12	125A	115A	Fuller Ac	7107	1-6-57	108	107				
FRIDAY											
17.48	11.55	0.80	100% MONTREAL	100% MONTREAL	0.80	0.80	0.70				
11.58	11.50	0.80	100% LANSING, MI	100% LANSING, MI	0.80	0.10	0.70				
	1.40	0.80	100% PITTSBURGH, NY	100% PITTSBURGH, NY	0.80	1.40	0.70				
	1.30	0.80	100% PITTSBURGH, NY	100% PITTSBURGH, NY	0.80	1.40	0.70				
			100% ST. LOUIS, MO	100% ST. LOUIS, MO	0.80		0.70				
3.45			100% ST. LOUIS, MO	100% ST. LOUIS, MO	0.80		0.70				
4.15			100% ST. LOUIS, MO	100% ST. LOUIS, MO	0.80		0.70				
			100% ST. LOUIS, MO	100% ST. LOUIS, MO	0.80		0.70				
07.16	07.28	0.80	100% PITTSBURGH, NY	100% PITTSBURGH, NY	0.80	10.30	11.00				
7.45	7.50	0.80	100% PITTSBURGH, NY	100% PITTSBURGH, NY	0.80	10.30	11.00				
NEW YORK, NY											

0 - Steps only to decrease percentage upon

7107-1250A

READ DOWN		SCHEDULE NUMBER										READ UP	
Notes		Folder No. 00		7112						10-17-95		Notes	
		FREQUENCY											
10.00	10.00	4 13	2.50	Lv	Ingolia, NY	Ar	8.00	10.25	1.50	3.75			
11.40	11.45	5.00	4.00	Lv	Rochester, NY	Ar	14.00	8.50	7.00	2.00			
1.75	1.55	5.75	6.50	Lv	Syracuse, NY	Ar	1.10	5.50	7.70	12.50			
2.40		11.00	7.15	Lv	Glois, NY	Ar	3.10	5.00	1.00	1.00			
4.95	4.85	32.45	8.00	Lv	Schenectady, NY	Ar	1.35	5.00	1.25	5.00			
4.30		7.50	8.10	Lv	Albany, NY	Ar	2.10	4.00	0.00	0.00			
4.45	4.40	1.30	9.45	Lv	ALBANY, NY	Ar	12.25	3.00	7.30	8.00			
7.20	7.00	1.00	12.20	Lv	Albany, NY	Ar	9.30	12.00	2.70	8.10			
7.95	7.40	4.25	12.55	Lv	White Plains	Ar	1.00	12.00	1.00	1.00			
8.10	8.00	5.00	1.30	Lv	New Rochelle	Ar	3.00	11.25	2.70	4.00			
8.50	8.00	8.50	1.50	Lv	Queens Village	Ar	7.45	11.00	4.00	4.00			
8.55	8.00	2.50	2.10	Lv	Brooklyn	Ar	7.25	10.40	3.00	3.00			
9.25	9.00	5.00	2.20	Lv	Hempstead	Ar	7.15	10.15	3.00	3.00			
9.35		6.50	2.50	Lv	Freeport	Ar	8.00	10.00	2.00	2.00			
9.60		7.00		Lv	Massapequa	Ar	8.10	8.50	0.00	0.00			
10.10		7.00		Lv	Baytown	Ar	8.10	8.30	0.00	0.00			
	8.50			Lv	NY	Ar							
	8.50			Lv	FLYING	Ar							

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923	901	901		925	903	923	
		Folio No.	7119	1-5-67			
			77000000				
.....	8 15	2300	Buffalo, NY	NYT	Ar	3 28	
.....	8 45	4 05	Brookhaven, NY	NYT	Ar	4 10	
.....	9 50	8 15	Schenectady, NY	NYT	Ar	4 16	
.....	1 30	8 45	Albany, NY	NYT	Ar	4 18	
.....	1 30	8 45	Albany, NY	NYT	Ar	4 18	
.....	4 40	1 30	Albany, NY	NYT	Ar	4 18	
.....	7 20	8 25	Albany, NY	NYT	Ar	4 18	
.....	7 50	4 20	Albany, NY	NYT	Ar	4 18	
.....	8 10	4 20	Albany, NY	NYT	Ar	4 18	
.....	8 30	2 30	Albany, NY	NYT	Ar	4 18	
.....	8 50	2 30	Albany, NY	NYT	Ar	4 18	
.....	9 10	2 30	Albany, NY	NYT	Ar	4 18	
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EXHIBIT 1

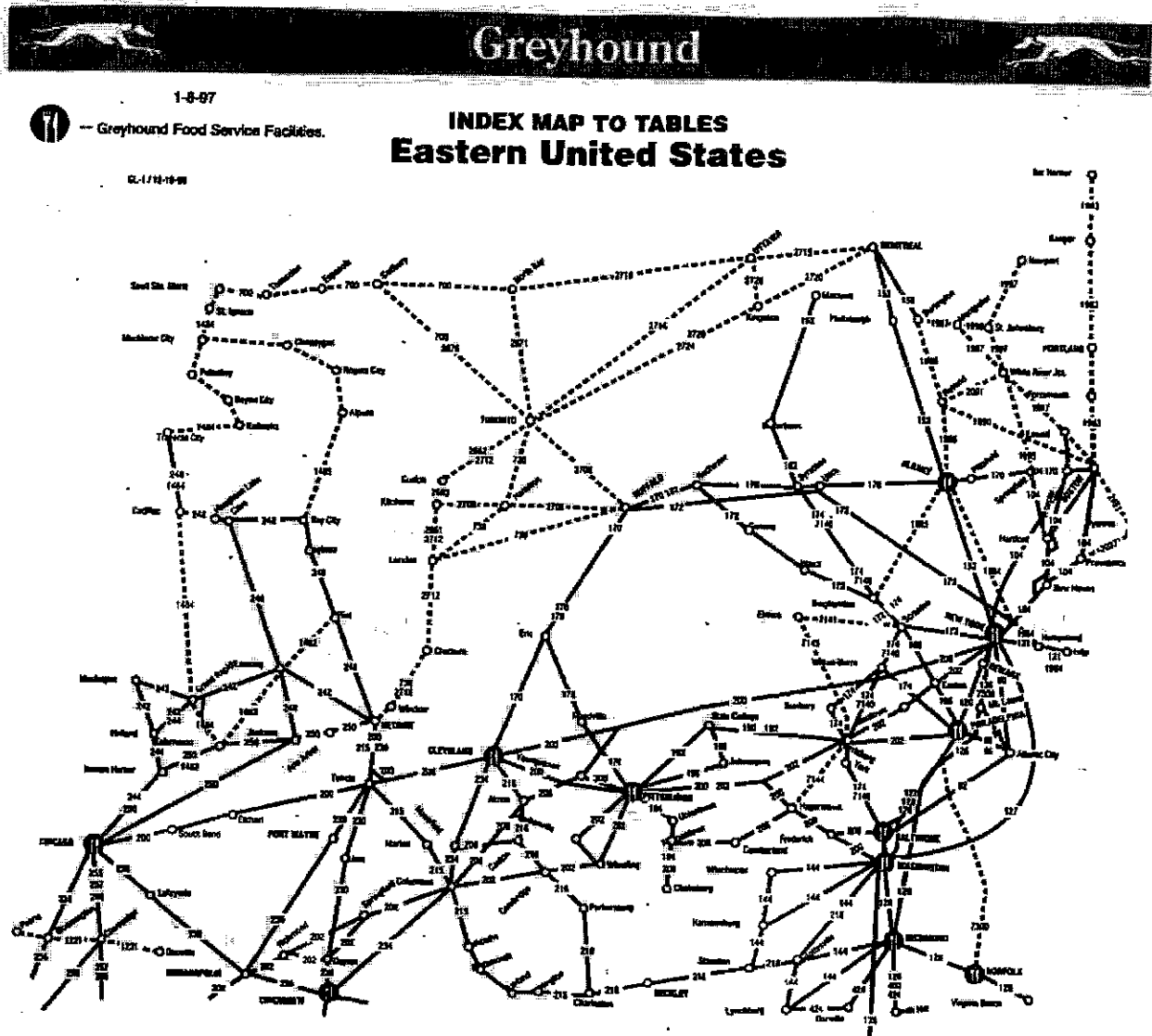
Page 5 of 7

TORONTO-BUFFALO-BATAVIA-ROCHESTER-SYRACUSE-NEW YORK
UTICA-ALBANY-BOSTON

STATION	7121	7122	7123	7124	7125	7126	7127	7128	7129	7130	7131	7132	7133	7134	7135	7136	7137	7138	7139	7140	7141	7142	7143	7144	7145	7146	7147	7148	7149	7150	7151	7152	7153	7154	7155	7156	7157	7158	7159	7160	7161	7162	7163	7164	7165	7166	7167	7168	7169	7170	7171	7172	7173	7174	7175	7176	7177	7178	7179	7180	7181	7182	7183	7184	7185	7186	7187	7188	7189	7190	7191	7192	7193	7194	7195	7196	7197	7198	7199	7200	7201	7202	7203	7204	7205	7206	7207	7208	7209	7210	7211	7212	7213	7214	7215	7216	7217	7218	7219	7220	7221	7222	7223	7224	7225	7226	7227	7228	7229	7230	7231	7232	7233	7234	7235	7236	7237	7238	7239	7240	7241	7242	7243	7244	7245	7246	7247	7248	7249	7250	7251	7252	7253	7254	7255	7256	7257	7258	7259	7260	7261	7262	7263	7264	7265	7266	7267	7268	7269	7270	7271	7272	7273	7274	7275	7276	7277	7278	7279	7280	7281	7282	7283	7284	7285	7286	7287	7288	7289	7290	7291	7292	7293	7294	7295	7296	7297	7298	7299	7300	7301	7302	7303	7304	7305	7306	7307	7308	7309	7310	7311	7312	7313	7314	7315	7316	7317	7318	7319	7320	7321	7322	7323	7324	7325	7326	7327	7328	7329	7330	7331	7332	7333	7334	7335	7336	7337	7338	7339	7340	7341	7342	7343	7344	7345	7346	7347	7348	7349	7350	7351	7352	7353	7354	7355	7356	7357	7358	7359	7360	7361	7362	7363	7364	7365	7366	7367	7368	7369	7370	7371	7372	7373	7374	7375	7376	7377	7378	7379	7380	7381	7382	7383	7384	7385	7386	7387	7388	7389	7390	7391	7392	7393	7394	7395	7396	7397	7398	7399	7400	7401	7402	7403	7404	7405	7406	7407	7408	7409	7410	7411	7412	7413	7414	7415	7416	7417	7418	7419	7420	7421	7422	7423	7424	7425	7426	7427	7428	7429	7430	7431	7432	7433	7434	7435	7436	7437	7438	7439	7440	7441	7442	7443	7444	7445	7446	7447	7448	7449	7450	7451	7452	7453	7454	7455	7456	7457	7458	7459	7460	7461	7462	7463	7464	7465	7466	7467	7468	7469	7470	7471	7472	7473	7474	7475	7476	7477	7478	7479	7480	7481	7482	7483	7484	7485	7486	7487	7488	7489	7490	7491	7492	7493	7494	7495	7496	7497	7498	7499	7500	7501	7502	7503	7504	7505	7506	7507	7508	7509	7510	7511	7512	7513	7514	7515	7516	7517	7518	7519	7520	7521	7522	7523	7524	7525	7526	7527	7528	7529	7530	7531	7532	7533	7534	7535	7536	7537	7538	7539	7540	7541	7542	7543	7544	7545	7546	7547	7548	7549	7550	7551	7552	7553	7554	7555	7556	7557	7558	7559	7560	7561	7562	7563	7564	7565	7566	7567	7568	7569	7570	7571	7572	7573	7574	7575	7576	7577	7578	7579	7580	7581	7582	7583	7584	7585	7586	7587	7588	7589	7590	7591	7592	7593	7594	7595	7596	7597	7598	7599	7600	7601	7602	7603	7604	7605	7606	7607	7608	7609	7610	7611	7612	7613	7614	7615	7616	7617	7618	7619	7620	7621	7622	7623	7624	7625	7626	7627	7628	7629	7630	7631	7632	7633	7634	7635	7636	7637	7638	7639	7640	7641	7642	7643	7644	7645	7646	7647	7648	7649	7650	7651	7652	7653	7654	7655	7656	7657	7658	7659	7660	7661	7662	7663	7664	7665	7666	7667	7668	7669	7670	7671	7672	7673	7674	7675	7676	7677	7678	7679	7680	7681	7682	7683	7684	7685	7686	7687	7688	7689	7690	7691	7692	7693	7694	7695	7696	7697	7698	7699	7700	7701	7702	7703	7704	7705	7706	7707	7708	7709	7710	7711	7712	7713	7714	7715	7716	7717	7718	7719	7720	7721	7722	7723	7724	7725	7726	7727	7728	7729	7730	7731	7732	7733	7734	7735	7736	7737	7738	7739	7740	7741	7742	7743	7744	7745	7746	7747	7748	7749	7750	7751	7752	7753	7754	7755	7756	7757	7758	7759	7760	7761	7762	7763	7764	7765	7766	7767	7768	7769	7770	7771	7772	7773	7774	7775	7776	7777	7778	7779	7780	7781	7782	7783	7784	7785	7786	7787	7788	7789	7790	7791	7792	7793	7794	7795	7796	7797	7798	7799	7800	7801	7802	7803	7804	7805	7806	7807	7808	7809	7810	7811	7812	7813	7814	7815	7816	7817	7818	7819	7820	7821	7822	7823	7824	7825	7826	7827	7828	7829	7830	7831	7832	7833	7834	7835	7836	7837	7838	7839	7840	7841	7842	7843	7844	7845	7846	7847	7848	7849	7850	7851	7852	7853	7854	7855	7856	7857	7858	7859	7860	7861	7862	7863	7864	7865	7866	7867	7868	7869	7870	7871	7872	7873	7874	7875	7876	7877	7878	7879	7880	7881	7882	7883	7884	7885	7886	7887	7888	7889	7890	7891	7892	7893	7894	7895	7896	7897	7898	7899	7900	7901	7902	7903	7904	7905	7906	7907	7908	7909	7910	7911	7912	7913	7914	7915	7916	7917	7918	7919	7920	7921	7922	7923	7924	7925	7926	7927	7928	7929	7930	7931	7932	7933	7934	7935	7936	7937	7938	7939	7940	7941	7942	7943	7944	7945	7946	7947	7948	7949	7950	7951	7952	7953	7954	7955	7956	7957	7958	7959	7960	7961	7962	7963	7964	7965	7966	7967	7968	7969	7970	7971	7972	7973	7974	7975	7976	7977	7978	7979	7980	7981	7982	7983	7984	7985	7986	7987	7988	7989	7990	7991	7992	7993	7994	7995	7996	7997	7998	7999	8000	8001	8002	8003	8004	8005	8006	8007	8008	8009	8010	8011	8012	8013	8014	8015	8016	8017	8018	8019	8020	8021	8022	8023	8024	8025	8026	8027	8028	8029	8030	8031	8032	8033	8034	8035	8036	8037	8038	8039	8040	8041	8042	8043	8044	8045	8046	8047	8048	8049	8050	8051	8052	8053	8054	8055	8056	8057	8058	8059	8060	8061	8062	8063	8064	8065	8066	8067	8068	8069	8070	8071	8072	8073	8074	8075	8076	8077	8078	8079	8080	8081	8082	8083	8084	8085	8086	8087	8088	8089	8090	8091	8092	8093	8094	8095	8096	8097	8098	8099	8100	8101	8102	8103	8104	8105	8106	8107	8108	8109	8110	8111	8112	8113	8114	8115	8116	8117	8118	81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EXHIBIT 1

Page 6 of 7



MONTREAL — PLATTSBURGH — ALBANY — NEW YORK
Via New York Thruway and the "Northway"
Via Anticosti New York et la "Northway"

SCHEDULE NUMBER		4004	4101	4202	4303	4404	4504	4604	4704	4804	4904	HEAD DOWN
Folger	06											
152	1-4-07											
EMERGENCY												
NEW YORK, NY												
1 Piedmont, NJ	Lv	12:45	8:00	6:30	11:30	1:30	1:30	8:30	6:30	6:30	10:30	
1 Piedmont, NJ	Lv	8:45	6:35	9:05	12:35	1:35	1:35	8:40	7:05	7:05	9:05	
1 Albany, NY CP	Ar	3:35	8:50	11:20	3:30	3:30	4:45	8:50	8:20	8:20	11:20	
Albany, NY CP												
1 Albany, NY CP	Lv	4:05	12:05	3:30								
1 Albany, NY CP	Lv	4:45	12:45	3:30								
Saratoga Springs												
1 Saratoga Springs	Lv	4:50	12:50	3:30								
Albany, NY CP												
1 Albany, NY CP	Lv	7:00	1:30	1:30								
Piedmont, NY CP												
1 Piedmont, NY CP	Lv	7:10	3:30	4:45								
U.S. Canadian Customs												
1 U.S. Canadian Customs	Lv	8:05	4:45	5:00								
1 BOWLING, PA												
1 BOWLING, PA	Lv	8:05	5:00	5:00								

Ar - Will operate Mon, Feb. 17 instead of Sat, Feb. 18

[illegible]

READ DOWN										NEW YORK - BIRMINGHAM - MOBILE										READ UP									
428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457
										SCHEDULE NUMBER																			
										No. 71										1-4-9									
										172										1-4-9									
										NEW YORK, NY																			
6 40	4 30	5 30	1 30	11 30	6 30	7 30	1 30	11 30	6 30	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY
9 30	5 30	6 30	2 30	12 30	7 30	8 30	2 30	12 30	7 30	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY		
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11 30	7 30	8 30	4 30	2 30	9 30	10 30	4 30	2 30	9 30	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY	Ar	NEW YORK, NY		
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ALBANY-KINGSTON-NEW PALTZ-WHITE PLAINS-FREEPORT-BABYLON

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UTICA-ONEONTA-WINDHAM-KINGSTON-FREEPORT

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DOWN	7106	7107	7108	7109	7110	7111	7112	7113	7114	7115	7116	7117	7118	7119	7120	7121	7122	7123	7124	7125	7126	7127	7128	7129	7130	7131	7132	7133	7134	7135	7136	7137	7138	7139	7140	7141	7142	7143	7144	7145	7146	7147	7148	7149	7150	7151	7152	7153	7154	7155	7156	7157	7158	7159	7160	7161	7162	7163	7164	7165	7166	7167	7168	7169	7170	7171	7172	7173	7174	7175	7176	7177	7178	7179	7180	7181	7182	7183	7184	7185	7186	7187	7188	7189	7190	7191	7192	7193	7194	7195	7196	7197	7198	7199	7200	7201	7202	7203	7204	7205	7206	7207	7208	7209	7210	7211	7212	7213	7214	7215	7216	7217	7218	7219	7220	7221	7222	7223	7224	7225	7226	7227	7228	7229	7230	7231	7232	7233	7234	7235	7236	7237	7238	7239	7240	7241	7242	7243	7244	7245	7246	7247	7248	7249	7250	7251	7252	7253	7254	7255	7256	7257	7258	7259	7260	7261	7262	7263	7264	7265	7266	7267	7268	7269	7270	7271	7272	7273	7274	7275	7276	7277	7278	7279	7280	7281	7282	7283	7284	7285	7286	7287	7288	7289	7290	7291	7292	7293	7294	7295	7296	7297	7298	7299	7300	7301	7302	7303	7304	7305	7306	7307	7308	7309	7310	7311	7312	7313	7314	7315	7316	7317	7318	7319	7320	7321	7322	7323	7324	7325	7326	7327	7328	7329	7330	7331	7332	7333	7334	7335	7336	7337	7338	7339	7340	7341	7342	7343	7344	7345	7346	7347	7348	7349	7350	7351	7352	7353	7354	7355	7356	7357	7358	7359	7360	7361	7362	7363	7364	7365	7366	7367	7368	7369	7370	7371	7372	7373	7374	7375	7376	7377	7378	7379	7380	7381	7382	7383	7384	7385	7386	7387	7388	7389	7390	7391	7392	7393	7394	7395	7396	7397	7398	7399	7400	7401	7402	7403	7404	7405	7406	7407	7408	7409	7410	7411	7412	7413	7414	7415	7416	7417	7418	7419	7420	7421	7422	7423	7424	7425	7426	7427	7428	7429	7430	7431	7432	7433	7434	7435	7436	7437	7438	7439	7440	7441	7442	7443	7444	7445	7446	7447	7448	7449	7450	7451	7452	7453	7454	7455	7456	7457	7458	7459	7460	7461	7462	7463	7464	7465	7466	7467	7468	7469	7470	7471	7472	7473	7474	7475	7476	7477	7478	7479	7480	7481	7482	7483	7484	7485	7486	7487	7488	7489	7490	7491	7492	7493	7494	7495	7496	7497	7498	7499	7500	7501	7502	7503	7504	7505	7506	7507	7508	7509	7510	7511	7512	7513	7514	7515	7516	7517	7518	7519	7520	7521	7522	7523	7524	7525	7526	7527	7528	7529	7530	7531	7532	7533	7534	7535	7536	7537	7538	7539	7540	7541	7542	7543	7544	7545	7546	7547	7548	7549	7550	7551	7552	7553	7554	7555	7556	7557	7558	7559	7560	7561	7562	7563	7564	7565	7566	7567	7568	7569	7570	7571	7572	7573	7574	7575	7576	7577	7578	7579	7580	7581	7582	7583	7584	7585	7586	7587	7588	7589	7590	7591	7592	7593	7594	7595	7596	7597	7598	7599	7600	7601	7602	7603	7604	7605	7606	7607	7608	7609	7610	7611	7612	7613	7614	7615	7616	7617	7618	7619	7620	7621	7622	7623	7624	7625	7626	7627	7628	7629	7630	7631	7632	7633	7634	7635	7636	7637	7638	7639	7640	7641	7642	7643	7644	7645	7646	7647	7648	7649	7650	7651	7652	7653	7654	7655	7656	7657	7658	7659	7660	7661	7662	7663	7664	7665	7666	7667	7668	7669	7670	7671	7672	7673	7674	7675	7676	7677	7678	7679	7680	7681	7682	7683	7684	7685	7686	7687	7688	7689	7690	7691	7692	7693	7694	7695	7696	7697	7698	7699	7700	7701	7702	7703	7704	7705	7706	7707	7708	7709	7710	7711	7712	7713	7714	7715	7716	7717	7718	7719	7720	7721	7722	7723	7724	7725	7726	7727	7728	7729	7730	7731	7732	7733	7734	7735	7736	7737	7738	7739	7740	7741	7742	7743	7744	7745	7746	7747	7748	7749	7750	7751	7752	7753	7754	7755	7756	7757	7758	7759	7760	7761	7762	7763	7764	7765	7766	7767	7768	7769	7770	7771	7772	7773	7774	7775	7776	7777	7778	7779	7780	7781	7782	7783	7784	7785	7786	7787	7788	7789	7790	7791	7792	7793	7794	7795	7796	7797	7798	7799	7800	7801	7802	7803	7804	7805	7806	7807	7808	7809	7810	7811	7812	7813	7814	7815	7816	7817	7818	7819	7820	7821	7822	7823	7824	7825	7826	7827	7828	7829	7830	7831	7832	7833	7834	7835	7836	7837	7838	7839	7840	7841	7842	7843	7844	7845	7846	7847	7848	7849	7850	7851	7852	7853	7854	7855	7856	7857	7858	7859	7860	7861	7862	7863	7864	7865	7866	7867	7868	7869	7870	7871	7872	7873	7874	7875	7876	7877	7878	7879	7880	7881	7882	7883	7884	7885	7886	7887	7888	7889	7890	7891	7892	7893	7894	7895	7896	7897	7898	7899	7900	7901	7902	7903	7904	7905	7906	7907	7908	7909	7910	7911	7912	7913	7914	7915	7916	7917	7918	7919	7920	7921	7922	7923	7924	7925	7926	7927	7928	7929	7930	7931	7932	7933	7934	7935	7936	7937	7938	7939	7940	7941	7942	7943	7944	7945	7946	7947	7948	7949	7950	7951	7952	7953	7954	7955	7956	7957	7958	7959	7960	7961	7962	7963	7964	7965	7966	7967	7968	7969	7970	7971	7972	7973	7974	7975	7976	7977	7978	7979	7980	7981	7982	7983	7984	7985	7986	7987	7988	7989	7990	7991	7992	7993	7994	7995	7996	7997	7998	7999	8000	8001	8002	8003	8004	8005	8006	8007	8008	8009	8010	8011	8012	8013	8014	8015	8016	8017	8018	8019	8020	8021	8022	8023	8024	8025	8026	8027	8028	8029	8030	8031	8032	8033	8034	8035	8036	8037	8038	8039	8040	8041	8042	8043	8044	8045	8046	8047	8048	8049	8050	8051	8052	8053	8054	8055	8056	8057	8058	8059	8060	8061	8062	8063	8064	8065	8066	8067	8068	8069	8070	8071	8072	8073	8074	8075	8076	8077	8078	8079	8080	8081	8082	8083	8084	8085	8086	8087	8088	8089	8090	8091	8092	8093	8094	8095	8096	8097	8098	8099	8100	8101	8102	8103	8104	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TORONTO-BUFFALO-BATAVIA-ROCHESTER-SYRACUSE-NEW YORK
UTICA-ALBANY-BOSTON

EXHIBIT 2

Page 4 of 5

SCHEDULE 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EXHIBIT 2

Page 5 of 5

NEW YORK—ALBANY—PLATTSBURGH—MONTREAL

Via New York Thruway and the "Northway"
Via Autoroute New York et la "Northway"

SCHEDULE NUMBER		401N		401S		402N		402S		403N		403S		404N		404S		405N		405S		406N		406S		407N		407S		408N		408S		409N		409S		410N		410S		411N		411S		412N		412S		413N		413S		414N		414S		415N		415S		416N		416S		417N		417S		418N		418S		419N		419S		420N		420S		421N		421S		422N		422S		423N		423S		424N		424S		425N		425S		426N		426S		427N		427S		428N		428S		429N		429S		430N		430S		431N		431S		432N		432S		433N		433S		434N		434S		435N		435S		436N		436S		437N		437S		438N		438S		439N		439S		440N		440S		441N		441S		442N		442S		443N		443S		444N		444S		445N		445S		446N		446S		447N		447S		448N		448S		449N		449S		450N		450S		451N		451S		452N		452S		453N		453S		454N		454S		455N		455S		456N		456S		457N		457S		458N		458S		459N		459S		460N		460S		461N		461S		462N		462S		463N		463S		464N		464S		465N		465S		466N		466S		467N		467S		468N		468S		469N		469S		470N		470S		471N		471S		472N		472S		473N		473S		474N		474S		475N		475S		476N		476S		477N		477S		478N		478S		479N		479S		480N		480S		481N		481S		482N		482S		483N		483S		484N		484S		485N		485S		486N		486S		487N		487S		488N		488S		489N		489S		490N		490S		491N		491S		492N		492S		493N		493S		494N		494S		495N		495S		496N		496S		497N		497S		498N		498S		499N		499S		500N		500S		501N		501S		502N		502S		503N		503S		504N		504S		505N		505S		506N		506S		507N		507S		508N		508S		509N		509S		510N		510S		511N		511S		512N		512S		513N		513S		514N		514S		515N		515S		516N		516S		517N		517S		518N		518S		519N		519S		520N		520S		521N		521S		522N		522S		523N		523S		524N		524S		525N		525S		526N		526S		527N		527S		528N		528S		529N		529S		530N		530S		531N		531S		532N		532S		533N		533S		534N		534S		535N		535S		536N		536S		537N		537S		538N		538S		539N		539S		540N		540S		541N		541S		542N		542S		543N		543S		544N		544S		545N		545S		546N		546S		547N		547S		548N		548S		549N		549S		550N		550S		551N		551S		552N		552S		553N		553S		554N		554S		555N		555S		556N		556S		557N		557S		558N		558S		559N		559S		560N		560S		561N		561S		562N		562S		563N		563S		564N		564S		565N		565S		566N		566S		567N		567S		568N		568S		569N		569S		570N		570S		571N		571S		572N		572S		573N		573S		574N		574S		575N		575S		576N		576S		577N		577S		578N		578S		579N		579S		580N		580S		581N		581S		582N		582S		583N		583S		584N		584S		585N		585S		586N		586S		587N		587S		588N		588S		589N		589S		590N		590S		591N		591S		592N		592S		593N		593S		594N		594S		595N		595S		596N		596S		597N		597S		598N		598S		599N		599S		600N		600S		601N		601S		602N		602S		603N		603S		604N		604S		605N		605S		606N		606S		607N		607S		608N		608S		609N		609S		610N		610S		611N		611S		612N		612S		613N		613S		614N		614S		615N		615S		616N		616S		617N		617S		618N		618S		619N		619S		620N		620S		621N		621S		622N		622S		623N		623S		624N		624S		625N		625S		626N		626S		627N		627S		628N		628S		629N		629S		630N		630S		631N		631S		632N		632S		633N		633S		634N		634S		635N		635S		636N		636S		637N		637S		638N		638S		639N		639S		640N		640S		641N		641S		642N		642S		643N		643S		644N		644S		645N		645S		646N		646S		647N		647S		648N		648S		649N		649S		650N		650S		651N		651S		652N		652S		653N		653S		654N		654S		655N		655S		656N		656S		657N		657S		658N		658S		659N		659S		660N		660S		661N		661S		662N		662S		663N		663S		664N		664S		665N		665S		666N		666S		667N		667S		668N		668S		669N		669S		670N		670S		671N		671S		672N		672S		673N		673S		674N		674S		675N		675S		676N		676S		677N		677S		678N		678S		679N		679S		680N		680S		681N		681S		682N		682S		683N		683S		684N		684S		685N		685S		686N		686S		687N		687S		688N		688S		689N		689S		690N		690S		691N		691S		692N		692S		693N		693S		694N		694S		695N		695S		696N		696S		697N		697S		698N		698S		699N		699S		700N		700S		701N		701S		702N		702S		703N		703S		704N		704S		705N		705S		706N		706S		707N		707S		708N		708S		709N		709S		710N		710S		711N		711S		712N		712S		713N		713S		714N		714S		715N		715S		716N		716S		717N		717S		718N		718S		719N		719S		720N		720S		721N		721S		722N		722S		723N		723S		724N		724S		725N		725S		726N		726S		727N		727S		728N		728S		729N		729S		730N		730S		731N		731S		732N		732S		733N		733S		734N		734S		735N		735S		736N		736S		737N		737S		738N		738S		739N		739S		740N		740S		741N		741S		742N		742S		743N		743S		744N		744S		745N		745S		746N		746S		747N		747S		748N		748S		749N		749S		750N		750S		751N		751S		752N		752S		753N		753S		754N		754S		755N		755S		756N		756S		757N		757S		758N		758S		759N		759S		760N		760S		761N		761S		762N		762S		763N		763S		764N		764S		765N		765S		766N		766S		767N		767S		768N		768S		769N		769S		770N		770S		771N		771S		772N		772S		773N		773S		774N		774S		775N		775S		776N		776S		777N		777S		778N		778S		779N		779S		780N		780S		781N		781S		782N		782S		783N		783S		784N		784S		785N		785S		786N		786S		787N		787S		788N		788S		789N		789S		790N		790S		791N		791S		792N		792S		793N		793S		794N		794S		795N		795S		796N		796S		797N		797S		798N		798S		799N		799S		800N		800S		801N		801S		802N		802S		803N		803S		804N		804S		805N		805S		806N		806S		807N		807S		808N		808S		809N		809S		810N		810S		811N		811S		812N		812S		813N		813S		814N		814S		815N		815S		816N		816S		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W operates Mon, Feb 17 instead of Sun, Feb 14, 1997.

NEW YORK—BINGHAMTON—ROCHESTER

SCHEDULE NUMBER	401N	401S	402N	402S	403N	403S	404N	404S	405N	405S	406N	406S	407N	407S	408N	408S	409N	409S	410N	410S	411N	411S	412N	412S	413N	413S	414N	414S	415N	415S	416N	416S	417N	417S	418N	418S	419N	419S	420N	420S	421N	421S	422N	422S	423N	423S	424N	424S	425N	425S	426N	426S	427N	427S	428N	428S	429N	429S	430N	430S	431N	431S	432N	432S	433N	433S	434N	434S	435N	435S	436N	436S	437N	437S	438N	438S	439N	439S	440N	440S	441N	441S	442N	442S	443N	443S	444N	444S	445N	445S	446N	446S	447N	447S	448N	448S	449N	449S	450N	450S	451N	451S	452N	452S	453N	453S	454N	454S	455N	455S	456N	456S	457N	457S	458N	458S	459N	459S	460N	460S	461N	461S	462N	462
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EXHIBIT 3

EXHIBIT 3

BUS MILEAGE PERCENTAGES

ADIRONDACK/NEW YORK TRAILWAYS

POOL MILES

41.65%

Stuts

42.46%

GREYHOUND LINES

~~68.35%~~

58.35%

57.54%

EXHIBIT 4

EXHIBIT 4

TERMINAL LOCATIONS

RIDGEWOOD, NEW JERSEY
AMSTERDAM, NEW YORK
BATAVIA, NEW YORK
BUFFALO, NEW YORK
FONDA, NEW YORK
GENEVA, NEW YORK
HEMPSTEAD, NEW YORK
ISLIP, NEW YORK
JOHNSTOWN, NEW YORK
MASSAPEQUA, NEW YORK
NANUET, NEW YORK
NEW ROCHELLE, NEW YORK
PLATTSBURGH, NEW YORK
ROCHESTER, NEW YORK
SYRACUSE, NEW YORK
WHITE PLAINS, NEW YORK
STROUDSBURG, PENNSYLVANIA
MONTREAL, QUEBEC

ALBANY, NEW YORK
BABYLON, NEW YORK
BINGHAMTON, NEW YORK
CANANDAIGUA, NEW YORK
FREEPORT, NEW YORK
GLENS FALLS, NEW YORK
HUNTINGTON, NEW YORK
ITHACA, NEW YORK
KINGSTON, NEW YORK
MINEOLA, NEW YORK
NEW PALTZ, NEW YORK
NEW YORK, NEW YORK
QUEENS VILLAGE, NEW YORK
SARATOGA SPRINGS, NEW YORK
UTICA, NEW YORK
SCRANTON, PENNSYLVANIA
LONGUEUIL, QUEBEC

EXHIBIT 5

EXHIBIT 5
Page 1 of 2

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>
3200 XX	PASSENGER REVENUE
3400 XX	EXPRESS REVENUE
	MISCELLANEOUS STATION REVENUE
3601 01/02	PARCEL & BAGGAGE STORAGE
3601 03	TOILET LOCKS
3601 04	CONCESSION REVENUE
3601 85	RESTAURANT INCOME
3601 05	OTHER STATION REVENUE
3601 32	WESTERN UNION COMMISSIONS
3601 34	TELEPHONE & TELEGRAPH
5360 02	RENTAL INCOME - STATION
5370 02	SUBLEASE INCOME - STATION
3601 45	INCOME FROM NONMEMBER
3601 46	INCOME FROM MEMBER COMPANY
	COMMISSION EXPENSE
4331 01	COMMISSION PAID - TICKET SALES
4331 02	COMMISSION PAID - PACKAGE EXPRESS
4331 05	COMMISSION PAID - CONCESSIONS
4331 06	CLOSED
4331 07	COMMISSION PAID - BONUS PACKAGE EXPRESS
4331 08	COMMISSION PAID - GPX SOLICITATION
4331 09	COMMISSION PAID - SELL & REMIT
4331 21	COMMISSION PAID - EXTENDED HOURS
4391 06	JSF - TENANT COMMISSION
	OTHER DIRECT EXPENSES
4311 XX	TERMINAL SALARIES (EXCLUDING TIC WAGES)
4315 01	STATION UTILITIES - ELECTRICITY
4315 02	STATION UTILITIES - HEAT
4315 03	STATION UTILITIES - WATER
4318 30	STATION - NIGHT DEPOSIT & ARMORED CAR
4318 31	STATION - PEST CONTROL
4318 32	STATION - SIGNS
4318 34	STATION - GPX SUPPLIES
4318 40	STATION - ROBBERIES
4318 41	CLOSED
4318 60	STATION - EMPLOYEE MEALS
4318 61	STATION - EMPLOYEE TRANSPORTATION
4318 63	STATION - AUTO REPAIRS
4318 65	STATION - MEALS / ENTERTAINMENT
4318 66	STATION - EMPLOYEE MOVING
4318 67	STATION - EMPLOYEE HOTEL
4318 68	STATION - OTHER EMPLOYEE EXPENSE
4318 72	STATION - GARBAGE & SEWAGE

EXHIBIT 5
Page 2 of 2ACCOUNT NUMBERACCOUNT DESCRIPTION

4318 73	STATION - JANITORIAL SERVICE
4318 74	STATION - CLEANING SUPPLIES
4318 85	STATION - FIXTURES & APPLIANCES
4318 89	STATION - OFFICE EXPENSES
4318 90	STATION - SECURITY SERVICE
4318 91	STATION - PHOTOCOPYING
4318 92	STATION - POSTAGE
4318 95	STATION - UNIFORMS
4318 97	STATION - CHECKING SERVICE
4318 99	STATION - OTHER STATION EXPENSES
4319 76	STATION - REPAIRS - BUILDING
4332 XX	OTHER EXPENSE ALLOCATION
4391 01	JOINT STATION FACILITY - DR
4613 XX	ACCOUNTING EMPLOYEES SALARIES *
4640 01	COMMUNICATION - SERVICE / LINE CHARGES
4640 02	COMMUNICATION - RECONFIGURE / INSTALL CHARGES
4640 03	COMMUNICATION - EQUIPMENT LEASE / PURCHASE
4640 04	COMMUNICATION - EQUIPMENT MAINTENANCE / SERVICE
4269 46	OTHER TERMINAL OPERATING EXPENSES
4269 52	PASSENGER COMPLAINT
4342 XX	OTOE - DELIVER DELAYED
4351 XX	INTERLINE COMMISSION PAID
4440 XX	INTERLINE COMMISSION EARNED
4470 02	TICKETS, BUSBILLS & BAG CHECKS
4470 31	DIRECT ADVERTISING EXPENSE
4470 70	PROMOTION & MARKETING
VARIOUS ACCOUNTS	FRANCHISE ADVERTISING
4640 43	TELEPHONE INFORMATION CENTERS
4640 44	COMMISSION / DATA - ACS EQUIPMENT
4656 43	COMMISSION / DATA - ACS EQUIPMENT
4456 59	OVERAGE AND SHORTAGE
	CREDIT CARD DISCOUNT
5320 11	FACILITY COSTS
5320 12	RENT EXPENSE - STATION OPERATION
5011 00	RENT EXPENSE - STATION CAPITAL LEASE
5051 00	DEPRECIATION - STRUCTURE OWNED
5061 00	DEPRECIATION - FURNITURE / OFFICE - TRANS
5071 00	DEPRECIATION - MISCELLANEOUS
5230 02	DEPRECIATION - LEASEHOLD IMPROVEMENT
	REAL ESTATE TAXES - STATION

NOTE: ACCOUNTING EMPLOYEE SALARIES ACCOUNT EQUAL TO 1.5% OF TOTAL ACCOUNT AMOUNT

EXHIBIT 6

EXHIBIT 6

NET POOL PASSENGER REVENUE PERCENTAGE

	NET POOL PASSENGER REVENUE	Stmts
ADIRONDACK/NEW YORK TRAILWAYS	41.82%	44.33%
GREYHOUND LINES	68.18% 50.18%	55.67%

EXHIBIT 7
Page 1 of 2**DIVISION OF EXPRESS REVENUE****EXPRESS****Formula:** (Adirondack Trailways/New York Trailways - "ADT")

- 1) The total miles operated by ADT in the proposed pool will be established.
- 2) Total net express revenue for the complete ADT system will be established. This will be that express revenue shown on ADT's financial statement (Note: Not to include P & D).
- 3) Total miles operated by the complete ADT system will be established.
- 4) The system average express revenue per mile will be established by dividing 2) by 3).
- 5) The ADT revenue allocated to the pool will be established by multiplying the system average revenue per mile by the miles operated in the pool.
viz 4) x 1).
- 6) The total dollar value of express handled, forwarded and received, for all stations designated as pool stations will be established. Pool stations will comprise those stations on the pooled routes operated by ADT and GLI regardless of whether such stations were independently or jointly operated by the pool carriers.
- 7) A percentage will be established that indicates what percentage ADT's pool revenue is of the total dollar value of express handled at the pool stations.
viz 5) ÷ 6)
This will be known as the Express Pool Revenue Factor.

EXHIBIT 7
Page 2 of 2

DIVISION OF EXPRESS REVENUE
(Continued)

Application: All express revenue and busbills will be reported to GLI, regardless of which carrier in the pool transports the express. Each month the Express Pool Revenue Factor (Item No. 7 above) will be applied to the total dollar value of express handled for all stations allocated to the pool as per Item No. 6 above. The result will be the revenue due ADT for that particular month.

There will be no interline express reclaiming between ADT and GLI for shipments that originate or terminate at stations within the pool, nor for any intermediate (bridge) shipments carried by ADT or GLI in the pool operation. Exception will be when shipments handled within the pool originate or terminate at ADT locations outside the pool. In such cases GLI and ADT will reclaim against each other using standard interline reclaim factors.

GLI will be responsible for all interline express reclaiming to, and from, non-pool carriers for interline shipments that originate or terminate at pool locations.

**Additional
Stations:**

In the event that additional stations are open within the pool routes, they will report to GLI and their revenue will be included in the computation of revenue due ADT.

EXHIBIT 8

EXHIBIT 8**EQUIPMENT STANDARDS****AGE OF EQUIPMENT**

The carriers will assign no single piece of equipment to the pool which exceeds 8 years in age. This requirement does not apply to equipment which is being used to operate extra sections, or to substitute equipment which is temporarily assigned to replace qualifying equipment that is being repaired or maintained so long as that substitute equipment is not used to operate more than 20% of the carrier's total pool miles.

AVERAGE AGE OF FLEET

The carriers will not assign equipment to the pool which in the aggregate exceeds an average age of 6 years per bus and will not operate equipment in the pool which in the aggregate exceeds a weighted average based on miles operated of 6 years per bus. Substitute equipment which is temporarily assigned to the pool to replace qualifying equipment that is being repaired or maintained will be used in calculating the weighted average age of fleet, however, buses used to operate extra sections will not be included in the calculation of average age of fleet.

MAINTENANCE STANDARDS

The carriers will establish and implement maintenance standards which are equal to or which exceed GLI's Continuous Quality Maintenance Program, GLI's Continuous Quality Cleaning Program, and GLI's Tire Program.

EQUIPMENT SPECIFICATIONS

The carriers will only operate buses in the pool which at a minimum are intercity type buses that are not less than 40 feet in length, which are restroom equipped, which are climate controlled, which have underneath baggage and express storage compartments, which have automatic transmissions, which have reclining seats, and which meet all requirements of the American's with Disabilities Act.

SAFETY STANDARDS

The carriers will only assign and operate buses in the pool operation which meet the greater of U.S. DOT, GLI or ADT safety standards.

EXHIBIT 9

EXHIBIT 9

The following are the "Persons" as contemplated in paragraph 19 to the Revenue Pooling Agreement between ADT and GLI.:

1. John J. VanGonsic, Sr.
2. The present or future children of the Person listed in 1. above.
3. The present or future children and grandchildren of those Persons listed in 1. And 2. above.
4. Spouses who are married to, or are widows or widowers of those Persons listed in 1. through 3. above, provided, however, that such transfer is not part of a marriage dissolution or divorce settlement.